

HACH LANGE LTD

Conditions of Sale of Goods and Services

1. DEFINITIONS

- 1.1 "HACH LANGE LTD" shall Lange Limited or any other subsidiary thereof.
- 1.2 "Buyer" means the person, firm or company whose order is accepted by HACH LANGE LTD.
- 1.3 Goods" means all those goods, materials, equipment and services specified on the order form and which are to be supplied to the Buyer by HACH LANGE LTD under these Conditions of Sale.
- 1.4 Contract" means the contract for the purchase and sale of Goods.
- 1.5 Any reference in these conditions to any statute or provision of a statute shall be construed as a reference to that statute as amended, re-enacted or extended at the relevant time
- 1.6 The headings in these conditions are for convenience only and shall not effect their interpretation.

2. BASIS FOR SALE

- 2.1 All goods sold by HACH LANGE LTD are sold subject to these conditions and which shall be the sole terms and conditions of any sale.
- 2.2 No Contract shall be made until HACH LANGE LTD has issued a written acceptance of the Buyers order.
- 2.3 No amendment variation or addition to the Contract shall be binding unless accepted in writing by HACH LANGE LTD.
- 2.4 HACH LANGE LTD's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by HACH LANGE LTD in writing.

3. ORDERS AND SPECIFICATIONS

- 3.1 HACH LANGE LTD reserves the right to make any changes in the specification of the Goods, at any time without notice which are required to conform with any applicable safety or other statutory requirements or, where the Goods have to be supplied to HACH LANGE LTD's specification, which do not materially affect the quality of performance.
- 3.2 No order which has been accepted by HACH LANGE LTD may be cancelled by the Buyer except with the agreement in writing of HACH LANGE LTD and on terms that the Buyer shall indemnify HACH LANGE LTD in full against all loss including the cost of all labour and materials used, damages, charges and expenses incurred by HACH LANGE LTD as a result of cancellation.
- 3.3 Orders are accepted by HACH LANGE LTD subject to the availability of Goods for delivery.
- 3.4 All drawings, photographs, illustrations, performance data, dimensions, weights, and other technical information and particulars of the Goods are given by HACH LANGE LTD in the belief that they are as accurate as reasonably possible but are not to be treated as binding or forming part of the Contract.

4. PRICE

- 4.1 Unless otherwise agreed in writing by HACH LANGE LTD, the price of the Goods shall be HACH LANGE LTD's quoted price or, where no price has been quoted, the price listed in the published price list current at the date of delivery.
- 4.2 HACH LANGE LTD reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to HACH LANGE LTD which is due to any change(s) of delivery date, quantity or specification of the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer, or failure of the Buyer to give HACH LANGE LTD adequate information or instructions.
- 4.3 Unless otherwise agreed in writing, all prices are given by HACH LANGE LTD on an ex works basis and where HACH LANGE LTD agrees to deliver the Goods otherwise than at HACH LANGE LTD's premises, the Buyer shall be liable to pay all charges for the transport, packaging and insurance.
- 4.4 Unless otherwise agreed in writing, HACH LANGE LTD shall package the Goods, as HACH LANGE LTD in its discretion considers appropriate in the light of the nature of the Goods and the method of transportation. Any special packaging will be at the Buyer's expense.
- 4.5 The price shall be exclusive of applicable Value Added Tax and all other taxes and duties in respect of the Goods, all of which shall be payable by the Buyer
- 4.6 In relation to any order accepted by HACH LANGE LTD there shall be a minimum order value of €50.00.

5. PAYMENT

- 5.1 Unless otherwise agreed in writing and subject to satisfactory credit references, payment by the Buyer shall be made within 30 days of the date of the invoice.
- 5.2 The time of payment shall be of the essence of the Contract.
- 5.3 If payment is not made when due, HACH LANGE LTD may, without prejudice to any other rights, charge interest at an annual rate of 3% above the current base rate of Barclays Bank to be calculated on a day to day basis on the balance outstanding from its due date until payment is made in full.
- 5.4 The Buyer shall not purport to sell off or withhold any payments claimed or due to HACH LANGE LTD under this Contract or any other contract.

6. DELIVERY

- 6.1 Any dates stated for despatch or delivery of the Goods are given in good faith but are approximate only and HACH LANGE LTD accepts no liability for loss or damage, either direct, indirect or consequential, resulting from such delay or failure to deliver the Goods for any reason whatsoever.
- 6.2 Any delay in delivering the Goods shall not give rise to a right by the Buyer to treat the contract as repudiated or to reject the Goods.
- 6.3 If the Buyer refuses or fails to take delivery of the Goods at the time agreed between the Buyer and HACH LANGE LTD then delivery of the Goods shall be effected forthwith at the risk of the Buyer. The Buyer shall in addition pay all costs and expenses of such storage and any additional costs of carriage incurred.
- 6.4 Where HACH LANGE LTD agrees to deliver the Goods at a place other than HACH LANGE LTD's premises the Buyer shall notify HACH LANGE LTD in writing within 5 days of any shortages or any damage in transit. HACH LANGE LTD will not consider any claims made by the Buyer in respect of shortages or damage in transit unless this condition is observed.

7. DAMAGED GOODS

- 7.1 If HACH LANGE LTD is satisfied that any damage to the Goods occurred prior to delivery, HACH LANGE LTD shall at its option:
 - 7.1.1 Repair or replace any Goods or part of the Goods so damaged, or
 - 7.1.2 Allow to the Buyer credit in respect thereof in such amount as may be fixed by HACH LANGE LTD in its discretion.
 - 7.1.3 HACH LANGE LTD's liability shall be limited to repairing, replacing or allowing credit as in clauses 7.1.1 and 7.1.2 above.

8. RISK AND TITLE

- 8.1 The risk of loss and damage to the Goods shall pass to the Buyer immediately upon delivery.
- 8.2 Until HACH LANGE LTD has been paid in full for the Goods supplied to the Buyer:
 - 8.2.1 Notwithstanding delivery and the passing of risk, HACH LANGE LTD shall retain legal and beneficial title to the Goods supplied which the Buyer shall hold as bailee and fiduciary for HACH LANGE LTD.
 - 8.2.2 The Buyer shall store and maintain records of the Goods in such a way that they are clearly identifiable as HACH LANGE LTD's property.
 - 8.2.3 The Buyer shall keep the Goods separate from those of the Buyer and third parties and shall keep the Goods stored, protected and insured.
 - 8.2.4 The Buyer may resell the goods to a third party, although as between the Buyer and HACH LANGE LTD the Buyer will act as HACH LANGE LTD's agent when subselling.
 - 8.2.5 HACH LANGE LTD shall be entitled to trace the proceeds of any sale of Goods owned by HACH LANGE LTD and any insurance proceeds received in respect of the Goods owned by HACH LANGE LTD. Such proceeds shall be held by the Buyer on trust for HACH LANGE LTD.
 - 8.2.6 HACH LANGE LTD shall have the right, without prejudice to any other remedies, to enter, without prior notice, any premises, and to repossess and dispose of any Goods owned by it.
- 8.3 If the Buyer enters into, or does anything to enter into, an agreement with its creditors, liquidation, receivership, administrative receivership or administration, it must give immediate written notice to HACH LANGE LTD and surrender possession of the Goods to HACH LANGE LTD
- 8.4 Nothing in this clause shall prevent HACH LANGE LTD from suing for the price when due.

- 8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of HACH LANGE LTD, but if the Buyer does so all monies owing by the Buyer to HACH LANGE LTD shall without prejudice to any other right or remedy of HACH LANGE LTD forthwith become due and payable.

9. WARRANTIES AND LIABILITY

- 9.1 HACH LANGE LTD warrants that, the Goods will correspond with their specification at the time of delivery and will be free from defects in material or workmanship under normal use and service for 2 years from the date of commissioning, or 2 years from despatch, whichever is the sooner, and HACH LANGE LTD will at it's option refund the purchase price or repair or replace any Goods which it determines to contain defective materials or workmanship provided:
 - 9.1.1 The defect was notified to HACH LANGE LTD within a reasonable time after discovery of the defect or failure;
 - 9.1.2 The defects are not caused by fair wear and tear, neglect, misuse or improper adjustment;
 - 9.1.3 The Buyer has used the Goods strictly in accordance with any instructions or recommendations of HACH LANGE LTD or any tolerances, capacity limits or other specifications of the goods laid down by HACH LANGE LTD whether orally or in writing;
 - 9.1.4 Any defect in the Goods does not arise from any drawing, design or specification applied by the Buyer;
 - 9.1.5 The total price for the Goods has been paid by the due date for payment; and
 - 9.1.6 The Buyer has allowed HACH LANGE LTD reasonable opportunity to inspect the Goods and such inspection confirms that the Goods are defective.
 - 9.1.7 The Goods are returned, transportation paid to HACH LANGE LTD or its Agents.
 - 9.1.8 The service engineer's travelling and reasonable out of pocket expenses (accommodation, meals etc.) are reimbursed at cost.
 - 9.1.9 HACH LANGE LTD will not be obliged however, to repair or replace equipment which has been repaired by others, abused, improperly installed or otherwise misused or damaged in any way and will not be responsible for any dismantling, re-assembly or re-installation charges.
- 9.2 In no circumstances shall HACH LANGE LTD's liability to the Buyer for any breach of this clause exceed the price paid for the Goods with respect to which the claim is made.
- 9.3 Except as expressly provided for in these conditions, all warranties and conditions express, implied, statutory or otherwise as to quality or fitness of any of the Goods for any particular purposes or of any other kind except as to title are hereby excluded.
- 9.4 Except in respect of death or personal injury caused by HACH LANGE LTD's negligence. HACH LANGE LTD shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of HACH LANGE LTD, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these conditions.
- 9.5 HACH LANGE LTD shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of HACH LANGE LTD's obligations in relation to the Goods, if the delay or failure was due to any cause beyond HACH LANGE LTD's reasonable control, including any strikes, lock-outs or other industrial action or trade disputes (whether involving employees of HACH LANGE LTD or of the third party).

10. INDEMNITY

- 10.1 The Buyer shall indemnify HACH LANGE LTD from and against all costs, claims, damages, expenses and losses (including loss of profits) whether direct, indirect, special, consequential or otherwise arising out of or in any way connected with the use by HACH LANGE LTD of the Buyer's specifications or any failure of the Buyer to comply with its obligations under the Contract in all respects or any improper use of the Goods by the Buyer.

11. COPYRIGHT

- 11.1 All technical data, drawings, reports, documents and information whatsoever which HACH LANGE LTD submits to the Buyer in connection with the Contract (and the copyright therein), shall remain the property of HACH LANGE LTD and must not be copied or shown to any third party without HACH LANGE LTD's express consent being obtained in advance in any event upon the conditions of a similar condition being imposed upon any third party.

12. PATENT RIGHTS

- 12.1 So far as HACH LANGE LTD is aware, the Goods do not infringe any existing patent or designs or any other industrial or intellectual property rights but no warranty express or implied is given in respect of such infringement. However, in the event of any claim being made or action being brought against the Buyer in respect of any infringement of patents or designs of other industrial or intellectual property rights by the use of sale of the Goods the Buyer shall notify HACH LANGE LTD immediately and HACH LANGE LTD may at its own expense conduct through its own lawyers and experts all negotiations in settlement of the same or any litigation that may arise therefrom.

13. TERMINATION

- 13.1 HACH LANGE LTD shall, without prejudice to any other right or remedy available to HACH LANGE LTD, and by giving notice in writing to the Buyer, be entitled to suspend or cancel any uncompleted part of the Contract or any other Contract with the Buyer or stop any Goods in transit or require any payment in advance or satisfactory security for further deliveries under the Contract in the event that:
 - 13.1.1 The Buyer defaults in any payment or is otherwise in breach of its obligations to HACH LANGE LTD under the Contract or under any other contract with HACH LANGE LTD;
 - 13.1.2 The Buyer makes a voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
 - 13.1.3 An encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer; or
 - 13.1.4 The Buyer ceases, or threatens to cease, to carry on business; or
 - 13.1.5 HACH LANGE LTD has reasonable cause to believe that any of these events is likely to occur and notifies the Buyer accordingly.

14. ASSIGNMENT

- 14.1 The Buyer shall not assign or transfer or purport to assign or transfer the Contract or the benefit of it to any other person without written consent of HACH LANGE LTD.

15. PERFORMANCE

- 15.1 HACH LANGE LTD shall be entitled to arrange for its obligations under these conditions to be performed by a representative.

16. WAIVER

- 16.1 The failure of HACH LANGE LTD to insist upon strict performance of any of the terms and conditions of the Contract shall not be construed as a waiver of any such terms or conditions and shall in no way affect HACH LANGE LTD's right to enforce such provision later.

17. SEVERABILITY

- 17.1 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

18. GOVERNING LAW

- 18.1 The construction, validity and performance of the Contract shall be governed by English law and the parties shall accept the jurisdiction of the English court.